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## **8. PRICES**

8.1. Prices charged by the consultant for services performed under the contract shall not vary from the prices quoted by the consultant in its tender;

8.2. All such prices shall be valid for the three-year period

## **9. CHANGE ORDERS**

9.1. The Board may, at any time, by a written order given to the consultant, make changes within the general scope of the contract in any one or more of the following:

- a. Services to be provided by the consultant;
- b. Frequency of services/consultations to be provided by the consultant;
- c. The place of service delivery.

9.1.1. If any such change causes an increase or decrease in the cost of, or the time required for, the consultant's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the consultant for adjustment under this clause must be asserted within thirty (30) days from the date of the consultant's receipt of the Fund's change order.

## **10. CONTRACT AMENDMENTS**

Subject to clause 9, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## **11. ASSIGNMENT**

The consultant may not assign, in whole or in part, its obligation to perform under this contract except with the Fund's prior written consent.



## **12. SUBCONTRACTS**

The Consultant may not enter into any subcontract for performance hereunder unless the bank shall have previously consented in writing to such consent or in the contract, relieve the consultant from any liability or obligation under the contract.

## **13. DELAYS IN THE CONSULTANT'S PERFORMANCE**

**13.1.** Performance of services shall be made by the consultant in accordance with the time schedule to be agreed with the Fund.

**13.2.** If at any time during performance of the contract, the consultant or its subcontractor(s) should encounter conditions impeding timely performance of services, the consultant shall promptly notify the Board in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of consultants' notice, the Board shall evaluate the situation and may at its discretion extend the Consultants' time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

**13.3.** A delay by the consultant in the performance of its delivery obligations shall render the consultant liable to the imposition of liquidated damages unless an extension of time is agreed upon.

## **14. TERMINATION FOR DEFAULT**

**14.1.** The Fund, without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, may terminate this contract in whole or in part:

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- a. If the consultant fails to deliver any or all of the services within the period specified in the contract, or within any extension thereof granted by the Fund;
- b. If the consultant fails to perform any other obligations under the contract.



**14.2.** In the event the Board entity terminates the contract in whole or in part, pursuant to clause 14.1, the Board may procure, upon such terms and in manner as it deems appropriate the services of another service provider and the consultant shall be liable to the Board for any excess cost for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

## **15. FORCE MAJEURE**

**15.1.** Notwithstanding the provision of clause 13 and 14, the consultant shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure

**15.2.** For purposes of this clause, force majeure means an event beyond the control of the consultant and not involving the consultant's fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**15.3.** If a force majeure situation arises, the consultant shall promptly notify the Fund, in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the consultant shall continue to perform its obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **16. TERMINATION FOR INSOLVENCY**

**16.1.** The Board may at any time terminate the contract by giving written notice to the consultant if the consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Fund.



## **17. RESOLUTION OF DISPUTES**

**17.1.** The Board and the consultant shall make every effort to resolve amicably, by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

**17.2.** If, after thirty days from the commencement of such informal negotiations, the Board and the consultant has failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

**17.3.** The arbitrator shall determine the matters in dispute in accordance with the laws of the Kingdom of Eswatini.

**17.4.** All the notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

## **18. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

## **19. NOTICES**

**19.1.** Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party;

**19.2.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.



## 20. TAXES AND DUTIES

The consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed in preparing for and execution of the contract.